

RECORDATION NO. 5755-2 Filed & Recorded

AUG 27 1970 - 1:50 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

DATED AS OF AUGUST 21, 1970

AMENDING

RAILROAD EQUIPMENT LEASE

DATED AS OF JUNE 15, 1970

AND

SUPPLEMENTAL AGREEMENT

DATED AS OF JULY 10, 1970

BETWEEN

PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION)

Lessor

AND

TRAILER TRAIN COMPANY

Lessee

THIS SUPPLEMENTAL AGREEMENT dated as of August 21, 1970, between PULLMAN INCORPORATED (PULLMAN-STANDARD DIVISION) (hereinafter called the "Lessor") and TRAILER TRAIN COMPANY (hereinafter called the "Lessee");

WITNESSETH:

WHEREAS, the Lessor and Lessee have entered into a Railroad Equipment Lease dated as of June 15, 1970 (hereinafter called the "Lease"), which Lease was recorded with the Interstate Commerce Commission under Section 20c of the Interstate Commerce Act on June 18, 1970, at 12:20 P. M. and assigned Recordation No. 5755; and

WHEREAS, the Lessor and Lessee have entered into a Supplemental Agreement dated as of July 10, 1970, which Supplemental Agreement was recorded with the Interstate Commerce Commission on July 16, 1970, at 1:50 P. M. and assigned Recordation No. 5755-A; and

WHEREAS, Lessor and Lessee desire to supplement and amend the Lease in certain respects, as hereinafter more fully described:

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth the parties hereto do hereby agree as follows:

1. Section 1 of the Supplemental Agreement dated July 10, 1970, as hereby amended by the deletion of (8) 89'4" Standard Flat Cars, without components, except hydraulic draft gears and couplers to be numbered

940604 to 940611, both inclusive, to be purchased at \$16,319.00, each.

2. The Lease, as supplemented by this Agreement, shall continue in full force and effect.

3. Except as supplemented and amended by this Supplemental Agreement, the Lease shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused these presents to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed by their duly elected and authorized officers, pursuant to lawful authority, all as of the day, month and year first hereinbefore written.

ATTEST:

William C. Edsall
Notary Public

PULLMAN INCORPORATED
(Pullman-Standard Division)

By:

John H. Cramer
VICE PRESIDENT

ATTEST:

A. F. Hunter

ASSISTANT SECRETARY

TRAILER TRAIN COMPANY

By:

John H. Cramer
COMPTROLLER

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 21st day of August, 1970 before me personally appeared Stanley Brown, to me personally known, who, being by me duly sworn, says that he is Vice President of Pullman Incorporated (Pullman-Standard Division), that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Agnes M. Dwyer
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

On this 24th day of August, 1970, before me personally appeared, **John H. Craemer**, to me personally known, who, being by me duly sworn, says that he is **COMPTROLLER** of Trailer Train Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



WILLIAM J. O'NEILL
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires June 26, 1972